

Intermediary Court.

Before His Honor Judge ATKIN.

Thursday, March 30th.

Board of Immigration vs. Robert McKibben: Mr. W. O. Smith appeared for the Board and Dr. McKibben on his own behalf. The case was heard and judgment deferred. On April 7th the following judgment was given:

"This is an action to recover balance of wages claimed to be due Nana, a South Sea Islander under contract of service with the defendant, bearing date April 8th, 1880. At the time of the making of the contract she was a married woman, wife of Dick, who entered the same service and died in the summer of 1880. Thereafter Nana served till on or about October 8th, 1881, and was then again married. At the time of her last marriage, wages were nominally due her on account of her services which it was agreed should be for three years at the rate of \$4 a month for the first year, \$5 a month for the 2d year, and \$6 a month for the 3d year.

"At the time the agreement was signed by the defendant he paid \$50 to the plaintiff toward reimbursing the defendant for the money of Nana from the South Sea Islands, a foreign country, where the original contract for service with Nana was made by the plaintiff for the term above specified. Section 1418 of the Civil Code declares that all engagements of service contracted in a foreign country to be executed in this unless the same be in contravention of the laws of this, shall be binding here under for more than ten years and then only for that time. Section 2 of esp. 31 Laws of 1872 provides that 'no contract of a married woman to serve another shall be valid in law unless separated from her husband and by decree of a court of competent jurisdiction. The contract made with Nana by the plaintiff was therefore void and she was not bound to perform it. The Court has not two methods of construing the contract and domestic contracts. Evidently it was assumed, in the case, as the list shows that the service agreed upon would be faithfully begun. But a disastrous change soon occurred to Nana. Her husband died. Thereafter she continued to serve and receive wages under the contract signed by her and, by this I think, it was ratified, and became valid in the hands of the defendant against her as a single woman. Section 1 of the Laws of 1872 last referred to, further provides that in case 'any woman shall contract marriage while under contract to serve another, the marriage shall operate to annul said contract of service.' From the time of the second marriage then the contract of Nana was void. Had Nana in that contract stipulated not to marry during its term, the stipulation would have been void as against public policy in all civilized countries (see Parsons on Contracts vol. 1 p. 536). Especially in this Kingdom, by every governmental utterance the marriage of its subjects is encouraged and fostered.

"By his agreement with the Board of Immigration the defendant assumes all the chances of its termination and among others that it may terminate as it may by the action of the Board. In the contract between the plaintiff and defendant it was agreed that it shall be the right of the said Board of Immigration at any time during the time in this agreement stipulated for its duration, upon the representation of the said Nana to cancel this contract for any cause deemed by the said Board to be sufficient, refunding to the said R. McKibben such proportion of the sum of money advanced as an offset to the plaintiff's claim for wages of Nana the sum of \$25 which is the proportion of the whole sum of \$50 advanced by him, which the unexpired term of service bears to the whole term. I think the defendant is not entitled to this set off. The Board makes no claim. The contract expires as a matter of law. The Board is willing for the contract to continue, but Nana is not, and the Government policy approves her act. The payment of \$50 made by defendant was in no sense an advance. It was in the nature of a premium for what was supposed to be a valuable contract. Had the whole term been served by Nana, there would be no pretense of claim to recover any part of the \$50. If there had been a direct engagement by or for Nana that any part paid should be returned if she should not serve, the whole specified term, then I think in this case to adjudge it against Nana would be against public policy, where the contract is annulled by direct statute law. To annul it to reduce the price, or vestige of the object stricken remains. Where as here the contract is annulled by superior authority, and not by mutual consent, not even equity can intervene to save a shred for the party injured.

"Had Nana's wages sought to be recovered by the plaintiff been actually paid over to her in full up to the time of her marriage, the amount of the set off claimed by the defendant, as above specified, could not have been recovered by him, nor can it now be allowed. Nana is entitled to her wages, and the plaintiff has a right to sue for them under the contract.

"There is another item of set off claimed, being \$10 for clothing lost or stolen from the wash-house whilst Nana had charge of them. The value is agreed on. The facts proved show carelessness on the part of Nana with regard to the clothing. She was bound to ordinary care, and I think the proof shows she did not exercise it, so this part of the set off must be allowed.

"The plaintiff may enter judgment against the defendant for \$25 and costs."

Tuesday, March 31st.

Board of Immigration vs. Kuniaika. Appeal from District Justice of Honolulu. There were two cases, one brought on behalf of Bili and the other on behalf of Tona. A full report of the proceedings in Judge Bickerton's Court was given in the P. C. ADVERTISER at the time. Judgment was then given against Mr. Kuniaika quashing the contracts and fixing the sum due to the complainants. A general appeal was made, but subsequently the exceptions to the quashing of the contract were withdrawn, and only the question as to how much was due to Bili and Tona came under the consideration of the higher Court. The evidence and argument were taken this day (31st March) and judgment was delivered on the 10th April as follows:

"These suits are for wages claimed due to South Sea Islanders, Bili and Tona, husband and wife, who worked under written contract made by plaintiff (The Board) for their with defendant. The cases were tried and considered together by consent.

"The first question is one of law as to when the term of service for which defendant is liable, began. The contracts are dated April 20, 1881. This was the day Bili and Tona arrived in Honolulu. By the contracts with the plaintiff they were entitled to wages from that day. The defendant assumed to carry out the contract, so I think he is bound to pay from April 20th, so I think he is bound to pay from April 20th, charged from May 12th, 1881, the day he proves they actually began to work for him. I think this claim cannot be allowed.

The defendant charges Bili with 52 days not worked and Tona with 77 days not worked, and charges Bili with \$19.85 and Tona with \$16.75 cash and articles claimed to be furnished them from time to time. Bili admits that he did not work a month during the term, and admits \$4.00 of items furnished. Tona admits a wage of \$5.65 for not working and \$3.50 items furnished. Bili and Tona were unlettered rude people and kept no account. No settlement was ever made with them during the term. The Rev. Mr. Bingham in their behalf, asked a settlement, and they served till November 14th, 1881. The defendant presents two books of account, one an old diary with entries in pencil under different dates. This he says is the original book he afterwards copied these items of days not worked. Only six or seven days are known to him personally. The others he says he got from reports of his luns. The luns were sworn that they reported to him the days not worked, and one swears that the defendant entered them into the big book. The discharges with defendant's statement I shall allow the time as charged and admitted by Bili and Tona.

"As to the items charged to each, the defendant asserts that the second book he entered, the 'big book' is his original book of entries. On examination of the other book, the diary, I think

he is mistaken. On that diary is entered at the same dates nearly or quite all the items charged in the big book, mainly in native, and the account in the big book is in English. I think this is the original book for entries of things furnished as it was admitted to be for days not worked. It is kept in pencil, and is not always clear. The defendant says he furnished some of the articles himself, but most to his luns, at the request of Bili and Tona. No settlement was had for months. Bili and Tona deny the items except for those few admitted. There were two other South Sea Islanders employed and working with Bili and Tona. From the loose account kept by defendant I think he sometimes made mistakes as to who was charged. If the clothes not admitted, said to be furnished on May 10th, were so furnished, I think from the evidence, Bili and Tona did not need them and ought not to pay for them. Perhaps they were in part (part are admitted) furnished to other laborers of the defendant. Things broken are charged to Tona. No carelessness is proved, and will not such proof as such charge could be sustained.

"On the whole, I am inclined to give judgment for the plaintiff in both cases as claimed: being for Bili a balance of \$25.90, for Tona, a balance of \$18.00. Let judgment be as entered with costs."

LATE FOREIGN NEWS.

We supplement the letter of our San Francisco correspondent with the following brief extracts from files of papers received during the week.

Rome, March 27.—Seven Cardinals were created today, including Archbishop M. Cane of Dublin. The Pope delivered an allocution on the position of the Church.

Cetteing, March 28.—The official organ of the Montenegrin Government having published an address to General Skobeleff signed by the Prime Minister and the War Minister of the principality, applauding Skobeleff's speeches, Skobeleff replied that he believed in the mission of the Slavs and intends collecting a relief fund.

Berlin, March 29.—General Skobeleff has been nominated by a Commission for the reconstruction of Turkey. The appointment is considered as an honorable exile.

Madrid, March 30.—A serious strike has occurred in Barcelona between the workers and the reforms of the tariff, and works and mills will be closed. In Barcelona there have been fifty arrests. Many thousands of operatives are affected. The labor demonstrations in Argentina are owing to distress from drought. The Catalan operatives informed a committee of the Chamber of Deputies that the adoption of a Franco-Spanish treaty would deprive a hundred thousand workmen of means of subsistence. Shops and manufactures are closing in Gerona, Sabadell and Tarragona. The state of siege is threatened in Catalonia if the agitation continues.

St. Petersburg, March 31.—It is officially announced that the Czar has ordered the commutation of all death sentences passed at the recent trial of nihilists to an indefinite period at hard labor in the mines, except in the case of Marine Lieutenant Schuchoff, whose sentence is confirmed, as his position as officer aggravated his crime. He is, however, granted a military execution, which takes place to-day.

The Gales says the police are preparing for further expulsion of Jews from Moscow. London, April 1.—The Oxford crew won the University race to-day by six boat-lengths. The Oxford crew finished in good form, and they 'won as they pleased.' The Cambridge men were exhausted at the finish, and their rowing was irregular. The time of the Oxford crew was 20 minutes 12 seconds; of the Cambridge crew, 20 minutes 57 seconds. The tide and wind were both favorable for a good race.

Washington, April 1.—Guiteau has sold the suit of clothes that he wore when he shot the President to Comp's Circus for exhibition. McDonald, the sculptor, is here, making busts of Garfield and Guiteau for Comp for exhibition at the same time. Guiteau continues to abuse Scottie, who is alleged at the prospect of his having to continue in the case. Scottie purposes to get up a petition for the commutation of his sentence to life imprisonment. He thinks it would be signed by two-thirds of the Congressmen and many persons of influence.

New York, April 2.—W. H. Hurlbut, editor of the World, has been notified by Tresscott that General Hurlbut, late United States Minister to Peru, died suddenly, of disease of heart, on March 28th, at Lima.

New York, April 2.—Cornelius J. Vanderbilt, brother of William H. Vanderbilt, shot himself through the head at Glenham Hotel, on Fifth Avenue, this afternoon at 2 o'clock, and died from the effects of the wound at 6 o'clock. From the time of the shooting until his death Vanderbilt was unconscious. Many friends of the dead man and members of his family were present when he passed away. The motive for the act, given by friends of the family is that it was the result of mental derangement, brought on by years of suffering from epileptic fits. No other reason could be given, as his private affairs are said to be in the most prosperous condition.

City of Mexico, April 2.—Congress has opened. President Gonzalez read the message, in which he stated that the Guatemala difficulty remains unsettled, and Guatemala must soon speedily renounce acquiring the States of Chiapas or Soconusco, or war is inevitable.

New York, April 3.—Advices from Panama state that Tresscott, in correspondence published in Chile, formally withdraws any offer of good offices from the United States in the conclusion of peace between Peru and Chile.

London, April 4.—In the Hanlan-Boyd race, Boyd at the outset raised the hopes of his supporters, but Hanlan, gathering shot himself with one effort placed himself first after fifty yards had been rowed, and he maintained the lead from one to four lengths throughout the race, occasionally playing with Boyd, and won by four lengths.

London, April 4.—Advices from Buenos Ayres of March 31st say that the Peruvians lost 2,000 men in an engagement in Abascocho. The Peruvian commanders were taken prisoners, and it is expected they will be shot.

London, April 5.—Sara Bernhardt was married to M. Damala, a Greek gentleman, in this city to-day. She will continue her theatrical career, and Damala and the bride will perform here in May. Damala is a fine-looking, middle-aged man, and he is to be tolerated. Bernhardt gave no previous notice of the wedding. A French lady and gentleman and the officials of the church were the only witnesses.

Berlin, April 6.—The reports concerning Bismarck's health are unfavorable. His physicians recommend a long rest.

Moscow, April 10.—The Gazette says it is intended to reduce the army at the end of the year to 100,000 men.

Berlin, April 10.—The appointment of Degiers Minister of Foreign Affairs to Russia is viewed as an eminently pacific symptom.

Washington, April 10.—Secretary Hunt has received a dispatch from Engineer Melville, dated Yakutsk, January 27th, as follows: "I have completed all necessary arrangements for supplies and outfit for six months, and leave this place for Balun to-day; thence to the Lena delta to continue the search for my missing comrades."

San Francisco, April 10.—Rev. L. Hamilton, the pastor of the First Unitarian Church of Oakland, on the corner of Thirteenth and Jefferson streets, dropped dead in his pulpit while holding morning services yesterday. At the moment of his sudden demise he was in the midst of his sermon. He was seen to raise his hand to his forehead as if to clear his eyesight when, without the least tremor or paroxysm of his countenance, he slowly bowed his head on the mantelpiece before him, sank quietly to the floor, and then fell prostrate on the floor of the pulpit. A physician present pronounced the attack either that of paralysis of the brain or apoplexy.

They were riding in the horse-car past the poet's door, when one of the ladies remarked: "That's Longfellow's home." "Is it?" responded the other, carelessly. "Yes," said the first, "and don't you admire 'Excelsior'?" "No, I don't," replied Lady No. 2, with energy. "I hate it. There's nothing like curled hair, after all, though huckle isn't so bad, but I wouldn't have excelsior again in the house." — Boston Transcript.

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